



Coddle Creek Water Treatment Plant Lagoons Sludge Removal

City Project #: 2011-040

Set _____ of _____



Engineering Department
Alfred M. Brown Operations Center

City of Concord • 850 Warren C. Coleman Boulevard • P.O. Box 308 • Concord, North Carolina 28026
(704) 920-5425 • Fax (704) 786-4521 • TDD 1-800-735-8262 • www.ci.concordnc.gov

INVITATION TO BID

Date: June 16, 2011

Sealed Bids will be received by the City of Concord (OWNER) at the Alfred M. Brown Operations Center, 850 Warren C. Coleman Boulevard (Highway 601 South), Concord, North Carolina 28025, Conference Room C until **2:00 p.m.**, local time, **Thursday, June 30, 2011**, for City Project # 2011-040.

At said place and time, and promptly thereafter, all Bids that have been duly received will be publicly opened and read aloud.

The proposed Work is generally described as follows:

Coddle Creek Water Treatment Plant Lagoons Sludge Removal

Removal, Dewatering of Sludge, and Transporting from Coddle Creek Water Treatment Plant to Allied Landfill, located on Morehead Road behind Lowe's Motor Speedway.

All Bids must be in accordance with the Bidding Documents on file with the:

City of Concord Engineering Department, Alfred M. Brown Operations Center, 850 Warren C. Coleman Blvd, Concord, NC 28026.

Copies of the Bidding Documents have also been provided to plan rooms of Associated General Contractors and F.W. Dodge Corporation in Charlotte, North Carolina.

Copies of the Bidding Documents may be obtained from the Owner at the address stipulated above.

Bidders must be licensed contractors in the State of North Carolina.

Bids will be received on a unit cost basis.

A five percent (5%) Bid security must accompany each Bid. The Successful Bidder will be required to furnish a Construction Performance Bond and a Construction Payment Bond as security for the faithful performance and the payment of all bills and obligations arising from the performance of the Contract.

Contractor and all Subcontractors will be required to conform to the labor standards set forth in the Contract Documents.

Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids, and will award to lowest responsible Bidder taking into consideration quality, performance, and time specified in Bid Form for performance of Work. Owner also reserves the right to waive informalities.

W. Brian Hiatt
City Manager

INSTRUCTIONS TO BIDDERS

1. **DEFINED TERMS.** Terms used in these Instructions to Bidders shall have the meanings assigned to them in the General Conditions and the Supplementary Conditions. An additional term is defined as follows:

Successful Bidder - The lowest, qualified, responsible, and responsive Bidder to whom Owner (on the basis of Owner's evaluation as herein provided) makes an award.

2. **COPIES OF BIDDING DOCUMENTS.** Bidding Documents, which include all front-end documents, may be obtained from Owner at address indicated on the Invitation to Bid on the following basis:

	<u>Charge</u>
Complete set of Bidding Documents	\$0.00

Partial sets of Bidding Documents will not be issued in response to requests by subject matter.

Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misrepresentations resulting from the use of incomplete sets of Bidding Documents.

Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. **QUALIFICATIONS OF BIDDERS.** To demonstrate qualifications to perform the Work, Bidder may be required to submit written evidence on financial data, previous experience, present commitments, and other such data as may be requested by Owner or Engineer. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located, or Bidder must agree to obtain such qualification prior to award of the Contract.
4. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE.** It is the responsibility of each Bidder, before submitting a Bid, to (a) thoroughly examine the Contract Documents, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work, (c) consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors, or discrepancies discovered by Bidder in the Contract Documents.

4.01 **Underground Facilities.** Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site are based upon information and data furnished to Owner and Engineer by owners of such underground facilities or others, and Owner and Engineer disclaim responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.02 **Additional Information.** Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work and which Bidder deems

necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

On request 24 hours in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests, as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the site to its former condition upon completion of such explorations. Arrangements for site visits shall be made by calling the City of Concord's Director of Engineering at (704) 920-5401.

4.03 Easements. The lands upon which the Work is to be performed, rights-of-way, and easements for access thereto, and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise specified in the Contract Documents.

4.04 Unit Price Contracts. Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid schedule by examination of the site and a review of the drawings and the specifications, including the addenda. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or the nature of the work to be done.

4.05 Bidder's Representation. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement concerning examination of the Contract Documents and the site, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. **INTERPRETATIONS AND ADDENDA.** All questions about the meaning or intent of the Bidding Documents and the Contract Documents shall be submitted to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda mailed or delivered to all parties recorded as having received the Bidding Documents. Questions received less than 10 days prior to the date for opening of Bids may not be answered. Only answers issued by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
6. **BID SECURITY.** Each Bid must be accompanied by bid security made payable without condition to Owner in an amount of 5 percent of the Bidder's maximum Bid and in the form of a certified or bank check or a bid bond issued by a surety meeting the requirements set forth in the General and Supplemental Conditions.

The bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within the number of days set forth in the Bid Form, Owner may annul the Notice of Award and the bid security of that Bidder will be forfeited. The bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Agreement or the day after the last day the Bids remain subject to acceptance as set forth in the Bid Form, whereupon bid security furnished by such Bidders will be returned.

Bid security accompanying Bids which are deemed by Owner to be noncompetitive will be returned within 7 days after the bid opening.

7. **CONTRACT TIMES.** The numbers of calendar days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Times) are set forth in the Bid Form.
8. **LIQUIDATED DAMAGES.** Provisions for liquidated damages, if any, are set forth in the Agreement.
9. **SUBSTITUTES OR "OR-EQUAL" ITEMS.** Bidder's attention is directed to Article 6.05 of the General Conditions concerning substitutes and "or-equal" items. Where an item or material is specified by a proprietary name, it is done for the purpose of establishing a basis of quality and not for the purpose of limiting competition. The Engineer's intent is to consider alternative products that have the desired essential characteristics. The Engineer will consider any such products offered. Requests for acceptance of alternative products shall be made through Bidders bidding as prime Contractors. Acceptances for substitutions will not be granted directly to suppliers, distributors, or subcontractors. Pursuant to NCGS§ 133-3, the following procedures shall be used:

Bidders desiring to submit alternative product proposals for prior acceptance of the Engineers shall submit, in writing, such proposals from n/a until n/a. Applications received after this time will not be reviewed. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data, and other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment, or other work that incorporation of the substitute would require should be included. The Engineer shall consider and either accept or reject all alternative product proposals submitted.

If, by the close of the fifth day prior to the deadline for receiving Bids, the Engineer has accepted any alternative product proposals, the Bidding Documents shall be modified to include the alternative products. The Engineer shall publish the modification in an Addendum at least 5 days prior to the deadline for receiving Bids. The Engineer's decision of acceptance or rejection of a proposed substitute shall be final.

10. **SUBCONTRACTORS, SUPPLIERS, AND OTHERS.** If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within 3 days after the bid opening submit to Owner the List of Subcontractors completed with all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which such identification is required. The list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person, or organization, if requested by Owner. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, Supplier, or other person or organization, Owner may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid.

All subcontractors shall be a licensed utility contractor in the State of North Carolina.

11. **BID FORM.** The Bid Form is bound in the Bidding Documents and shall not be removed. Bid Forms must be completed in ink.

Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign for the corporation). Bids by partnerships must be executed in the partnership name and signed by a partner. Bids by joint ventures shall be signed by each participant in the joint venture or by a representative of the joint venture accompanied by evidence of authority to sign for the joint venture.

The names of all persons signing shall be legibly printed below the signature. A Bid by a person who affixes to his signature the word "president," "secretary," "agent," or other designation without disclosing his principal may be held to be the Bid of the individual signing. When requested by Owner, evidence of the authority of the person signing shall be furnished.

All blanks in the Bid Form shall be filled. A bid price shall be indicated for each unit price item listed therein, or the words "No Bid," "No Charge," "No Change," or other appropriate phrase shall be entered.

The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid Form.

No alterations in Bids, or in the printed forms therefor, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Bidder; if initialed, Owner may require the Bidder to identify any alteration so initialed.

11.01 Bid Pricing. The Bidder shall complete the schedule of unit prices included in the Bid Form and shall accept all fixed unit prices listed therein.

The total Bid will be determined as the sum of the products of the estimated quantity of each item and the unit price bid. The final Contract Price will be subject to adjustment according to final measured, used, or delivered quantities as provided in Article 9.07 of the General Conditions, and the unit prices in the Bid will apply to such final quantities except that unit prices will be subject to change by Change Order as stipulated in the General Conditions.

11.02 Contingency. The Contingency is to be added to the bid price and is to be used for minor change order items. If the Contingency is to be used, a scope of work and price would be negotiated. The Contingency is for the sole use of Owner. A change order will be issued to delete any unauthorized portion of the Contingency.

12. SUBMISSION OF BIDS. Bids shall be submitted at the time and place indicated in the Invitation to Bid, or the modified time and place indicated by Addendum. Bids shall be enclosed in an opaque sealed envelope or wrapping, addressed to:

The City of Concord
c/o Sue Hyde, PE, Director of Engineering
P.O. Box 308
Concord, North Carolina 28026-0308

Bids shall be marked with the name, license number, and address of the Bidder and shall be accompanied by the bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

Each Bid envelope shall be identified on the outside with the words "**Bid for the Coddle Creek Water Treatment Plant Lagoons Sludge Removal – City Project # 2011-040.**"

Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

One copy of the bound documents containing the Bid Form must be submitted with the Bid.

Oral, telephone, facsimile, or telegraph Bids are invalid and will not receive consideration.

No Bidder may submit more than one Bid. Multiple Bids under different names will not be accepted from one firm or association.

A conditional or qualified bid will not be accepted.

13. **MODIFICATION AND WITHDRAWAL OF BIDS.** Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

A request to withdraw a bid may be made to the Owner within 72 hours after Bids are opened in accordance with NCGS § 143-129.1. If approved by the Owner that Bidder may withdraw its Bid and the bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. **OPENING OF BIDS.** Bids will be publicly opened and read aloud. An abstract of the amounts of the Base Bids and major alternatives (if any) will be made available to Bidders after the opening of Bids.

The procedure for opening bids will follow guidelines issued by the State Building Commission dated December 10, 1990, and endorsed by the Consulting Engineers Council of North Carolina.

15. **BIDS TO REMAIN SUBJECT TO ACCEPTANCE.** All Bids will remain subject to acceptance for the number of days set forth in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the bid security prior to that date.

16. **AWARD OF CONTRACT.** Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids, and will award to lowest responsible Bidder taking into consideration quality, performance, and time specified in Bid Form for performance of Work. Owner also reserves the right to waive informalities.

In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternatives, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required for submission prior to the Notice of Award.

If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within the number of days set forth in the Bid Form.

The evaluation of Suppliers' or manufacturers' data submitted with the Bid, or submitted upon request prior to the Notice of Award, will include consideration of the following:

- Owner-required inventory of spare parts.
- Design changes that would be required to accommodate the proposed materials and equipment.
- Installation requirements and related engineering, training, and operating costs.
- Experience and performance record of the Supplier or the manufacturer.
- Maintenance and frequency of inspections required to assure reliable performance of the equipment.
- Suppliers' or manufacturers' service facilities and availability of qualified field service personnel.
- Efficiency and related operating expense during the anticipated useful life of the equipment.

17. **CONTRACT SECURITY.** The Construction Contract set forth Owner's requirements as to Performance and Payment Bonds. These Bonds shall be delivered to Owner with the executed Agreement.

18. **SIGNING OF AGREEMENT.** When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by four unsigned counterparts of the Agreement with all other written Contract Documents attached. Within the number of days set forth in the Bid Form, the Successful Bidder shall sign, leaving the dates blank, and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds, completed W-9 form and power of attorney. Within 45 days thereafter, Owner shall execute all copies of the Agreement and other Contract Documents submitted by Contractor (Successful Bidder); shall insert the date of contract on the Agreement, Bonds, and power of attorney; and shall distribute signed copies as stipulated in the Agreement.

Should the Owner not execute the Contract within the period specified, the Successful Bidder may, by written notice, withdraw his signed Contract. Such notice or withdrawal shall be effective upon receipt of the notice by the Owner.

19. **SALES AND USE TAXES.** Provisions for sales and use taxes, if any, are set forth in the Supplementary Conditions.

20. **RETAINAGE.** Provisions concerning retainage are set forth in the Construction Contract.

21. **LAWS AND REGULATIONS.** Modifications, if any, to the General Conditions concerning Laws and Regulations are set forth in the Supplementary Conditions. Additional provisions, if any, concerning Laws and Regulations are set forth in the Agreement.

21.01 Collusive Bidding. In accordance with US Code Title 23 Section 112(c) and NCGS § 75-5(b)(7), the Contractor (Bidder), by submission and execution of this bid, certifies that he has not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with his bid on this project.

21.02 Contract Determination Debarment. Bidder shall complete and submit with the bid the certification pertaining to debarment included with the Bid Forms. Debarment certification requirements are set forth in the Supplementary Conditions.